

DEPARTMENT OF TRANSPORTATION

ESC/OE MS #43
1727 30TH Street, 2ND Floor
Sacramento, CA 95816



January 19, 2001

02-Sha-5-10.3/12.0
02-260124
ACNHI-005-8(315)668N

Addendum No. 2

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in SHASTA COUNTY NEAR ANDERSON FROM 0.1 km SOUTH OF RIVERSIDE AVENUE OVERCROSSING TO 0.8 km NORTH OF SACRAMENTO RIVER BRIDGE.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on January 23, 2001.

This addendum is being issued to revise the Notice to Contractors and Special Provisions and the Project Plans.

On Project Plan Sheet 108, Elevations and Sections are revised as follows:

In the upper left and upper right elevation, the note, "4-#29 Weld connect or hook see Section S-S" is revised to, "4-#29 Hook see Section S-S."

Project Plan Sheet 116 is revised as follows:

In the "Plan" view, the solid lined ovals and enclosed numbers are deleted.

In the notes below the plan view on the lower right side, the legends denoted by solid and dashed line ovals and the accompanying notes are deleted.

On the right side of the "Typical Section," the note, "Exist Pier footings to remain, except Pier 4" is revised to "Remove footings, seal courses, and portions of steel piles. Only existing Pier 5 has a seal course."

At the top center of the plan view of "Existing Structure," the note, "For exist Pier 4, remove wall, footing and seal course" is deleted.

In the Special Provisions, Section 10-1.04, "WATER POLLUTION CONTROL," is revised as attached.

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To Proposal and Contract book holders:

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by confirmed facsimile to all book holders to ensure that each receives it.

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Division of Office Engineer

Attachment

10-1.04 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project lies within the boundaries of the Central Valley Regional Water Quality Control Board and shall conform to the requirements of the National Pollutant Discharge Elimination System (NPDES) Permit for General Construction Activities No. CAS000002, Order No, 99-08-DWQ, and the NPDES Permit for the State of California Department of Transportation Properties, Facilities, and Activities, No. CAS000003, Order No, 99-06-DWQ issued by the State Water Resources Control Board. These Permits, hereafter referred to as the "Permits," regulate storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and the "Construction Site Best Management Practices (BMPs) Manual," and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to respectively as the "Preparation Manual" and the "Construction Site BMP Manual" and collectively as the "Manuals." Copies of the Manuals and the Permits may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

The Contractor shall know and fully comply with the applicable provisions of the Manuals, Permits, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain copies of the Permits at the project site and shall make the Permits available during construction.

Unless arrangements for disturbance or use of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility for the Contractor or property owner with respect to any arrangements made between the Contractor and property owner. The Contractor shall implement, inspect and maintain all necessary water pollution control practices to satisfy all applicable Federal, State, and Local laws and regulations that govern water quality for areas used outside of the highway right-of-way or areas arranged for the specific use of the Contractor for this project. Installing, inspecting, and maintaining water pollution control practices on areas outside the highway right-of-way not specifically arranged for and provided for by the Department for the execution of this contract will not be paid for.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Manuals, Permits and Federal, State and local regulations. Costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, some of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

When violations are identified by outside parties, the retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Manuals, the requirements of the Permits, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been approved by the Engineer.

The Contractor shall designate a Water Pollution Control Manager. The Water Pollution Control Manager shall be responsible for the preparation the SWPPP and any required modifications or amendments and shall be responsible for the implementation and adequate functionality of the various water pollution control practices employed. The Water Pollution Control Manager shall serve as the primary contact for all issues related to the SWPPP or its implementation. The Contractor shall submit to the Engineer a statement of qualifications, describing the training, previous work history and expertise of the individual selected by the Contractor to serve as Water Pollution Control Manager. The Engineer will reject the Contractor's submission of a Water Pollution Control Manager if the submitted qualifications are deemed to be inadequate.

Within 30 days after the approval of the contract, the Contractor shall submit 3 copies of the draft SWPPP to the Engineer. The Engineer will have 15 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer will have 15 days to review the revisions. Upon the Engineer's approval of the SWPPP, 4 approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

The SWPPP shall apply to all areas that are directly related to construction including, but not limited to, staging areas, storage yards, material borrow areas, and access roads within or outside of the highway right-of-way.

The SWPPP shall incorporate water pollution control practices in the following six categories:

- A. Soil stabilization;
- B. Sediment control;
- C. Wind erosion control;
- D. Tracking control;
- E. Non-storm water control; and
- F. Waste management and material pollution control.

The Contractor shall develop a Water Pollution Control Schedule that shall describe the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect any changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

The Contractor shall incorporate the "Minimum Requirements" presented in the Preparation Manual into the SWPPP. In addition to the "Minimum Requirements" presented in the Preparation Manual, the Contractor shall complete the BMP Consideration Checklist presented in the Preparation Manual. The Contractor shall identify and incorporate into the SWPPP the water pollution control practices selected by the Contractor or as directed by the Engineer.

The SWPPP shall include, but not be limited to, the items described in the Manuals, Permits and related information contained in the contract documents. In addition the SWPPP shall include a copy of the following: Notice of construction.

The Contractor shall prepare an amendment to the SWPPP whenever there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems, or if the Contractor's activities or operations violate any condition of the Permits, or when directed by the Engineer. Amendments shall show additional water pollution control practices or revised operations, including those areas or operations not shown in the initially approved SWPPP. Amendments to the SWPPP shall be prepared, and submitted for review and approval in the same manner as specified for the SWPPP approval. Subsequent amendments shall be submitted in a time frame acceptable to the Engineer, but in no case longer than the time frame specified for the initial submittal and review of the SWPPP. At a minimum, the SWPPP shall be amended annually and submitted to the Engineer 25 days prior to the defined rainy season.

The Contractor shall keep one copy of the approved SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency or the local storm water management agency. Requests by the public shall be directed to the Engineer.

COST BREAK-DOWN

The Contractor shall submit to the Engineer a cost break-down for the contract lump sum item of water pollution control with the SWPPP.

The cost break-down shall be completed and furnished in the format shown in the sample of the cost break-down included in this section. Unit descriptions and quantities shall be designated by the Contractor, except for special requirements shown in the sample. The units and quantities given in the sample, if provided, are special requirements for the SWPPP, and shall be included in the cost break-down furnished to the Engineer. The Contractor shall verify the estimated quantities of the special requirements and submit revised quantities in the cost break-down with the SWPPP.

The Contractor shall determine the quantities required to complete the work of water pollution control. The quantities and their values shall be included in the cost break-down submitted to the Engineer for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break-down submitted for approval. The cost break-down shall not include water pollution control practices which are shown on the plans and for which there is a separate contract item.

No adjustment in compensation will be made in the contract lump sum price paid for water pollution control due to differences between the quantities shown in the cost break-down furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

The sum of the amounts for the units of work listed in the cost break-down shall be equal to the contract lump sum price bid for water pollution control. Overhead and profit shall be included in each individual unit listed in the cost break-down. Cost break-downs shall be approved, in writing, by the Engineer before partial payment for the item of water pollution control will be made.

Approved cost break-downs will be used to determine partial payments during the progress of the work and as the basis for calculating the adjustment in compensation for the item of water pollution control due to changes ordered by the Engineer. When an ordered change increases or decreases the quantities of an approved cost break-down, the adjustment in compensation will be determined in the same manner specified for increases and decreases in the quantity of a contract item of work in conformance with the provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications.

SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, maintaining, removing and disposing of the water pollution control practices included in the SWPPP and any amendments. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices are specified in the Manuals and these special provisions.

If the Contractor or the Engineer identifies a deficiency in any aspect of the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation the project shall be in noncompliance. Attention is directed to Section 5-1.01, "Authority of the Engineer," of the Standard Specifications and the payment sections of these special provisions for possible noncompliance penalties.

If the Contractor fails to conform to the provisions of "Water Pollution Control," the Engineer may order the suspension of construction operations which create water pollution.

Implementation of water pollution control practices may vary by season. The Construction Site BMP Manual and these special provisions shall be followed for control practice selection of year round, rainy season and non-rainy season water pollution control practices.

Year Round Implementation Requirements

The Contractor shall have a year round program for implementing, inspecting and maintaining water pollution control practices for wind erosion control, tracking control, non-storm water control, and waste management and materials pollution control.

The National Weather Service weather forecast shall be monitored and used by the Contractor on a daily basis. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted, the necessary water pollution control practices shall be deployed prior to the onset of the precipitation.

Disturbed soil areas shall be considered active whenever the soil disturbing activities have occurred, continue to occur or will occur during the ensuing 21 days. Non-active areas shall be protected as prescribed in the Construction Site BMP Manual within 14 days of cessation of soil disturbing activities or prior to the onset of precipitation, whichever occurs first.

Soil stabilization and sediment control practices conforming to the requirements in the Special Requirements and applicable Preparation Manual Minimum Requirements, shall be provided throughout the rainy season, defined as between October 15th and April 15th.

Rainy Season Requirements

An implementation schedule of required soil stabilization and sediment control practices for disturbed soil areas shall be completed not later than 20 days prior to the beginning of each rainy season. The implementation schedule shall identify the soil stabilization and sediment control practices to be implemented and the dates on which the implementation will be 25 percent, 50 percent and 100 percent complete, respectively. Construction activities beginning during the rainy season shall implement applicable soil stabilization and sediment control practices.

Throughout the defined rainy season, the active disturbed soil area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active disturbed soil area limit. Soil stabilization and sediment control materials shall be maintained on site sufficient to protect the unprotected disturbed soil area. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to deploy the water pollution control practices required to protect the project site prior to the onset of precipitation events.

Non-Rainy Season Requirements

The non-rainy season shall be defined as all days outside the defined rainy season. The Contractor's attention is directed to the Construction Site BMP Manual for soil stabilization and sediment control implementation requirements on disturbed soil areas during the non-rainy season. Disturbed soil areas within the project shall be protected in conformance with the requirements in the Construction Site BMP Manual with an effective combination of soil stabilization and sediment control.

MAINTENANCE

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP. The construction site shall be inspected by the Contractor as follows:

- A. Prior to a forecast storm;
- B. After a precipitation event which causes site runoff;
- C. At 24 hour intervals during extended precipitation events;
- D. Routinely, a minimum of once every two weeks outside of the defined rainy season;
- E. Routinely, a minimum of once every week during the defined rainy season.

The Contractor shall use the Storm Water Quality Construction Site Inspection Checklist provided in the preparation manual or an alternative inspection checklist provided by the Engineer. One copy of each site inspection record shall be submitted to the Engineer within 24 hours of completing the inspection.

REPORTING REQUIREMENTS

Report of Discharges, Notices or Orders

If the Contractor identifies any discharge into receiving waters in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from any regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within 7 days of the discharge event, notice, or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.

- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice, or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for any affected water pollution control practices.

Report of First Time Non-Storm Water Discharge

The Contractor shall notify the Engineer at least 3 days in advance of each first-time non-storm water discharge event, excluding exempted discharges. The Contractor shall notify the Engineer of each different operation causing a non-storm water discharge and shall obtain field approval for each first-time non-storm water discharge. Non-storm water discharges shall be monitored at each first-time occurrence and routinely thereafter.

Annual Certifications

By June 15 of each year, the Contractor shall complete and submit an Annual Construction Activity Certification as contained in the Preparation Manual to the Engineer.

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
- B. After acceptance of the contract in conformance with the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of water pollution control practices, including non-storm water and waste management and materials pollution water pollution control practices except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Adjustments in the items of work and quantities listed in the approved cost break-down shall be made when required to address amendments to the SWPPP and as follows:

- A. Changes to existing water pollution control practices listed in the approved cost break-down or the addition of new water pollution control practices shall be made by an adjustment in compensation for the listed practices without change to the lump sum price paid for water pollution control.
- B. After considering item A above, changes to the cost break-down resulting in a increase to the contract lump sum price for water pollution control will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

The cost of maintaining the temporary water pollution control practices shall be divided equally by the State and the Contractor as follows:

Soil Stabilization

All temporary water pollution control practices except:

- SS-1 Scheduling
- SS-2 Preservation of Existing Vegetation

Sediment Control

All temporary water pollution control practices.

Tracking Control

All temporary water pollution control practices except:
SC-7 Street Sweeping and Vacuuming

Wind Erosion Control

All temporary water pollution control practices.

Non-Storm Water Control

No sharing of maintenance costs will be allowed.

Waste Management & Material Control

No sharing of maintenance costs will be allowed.

The division of cost will be made by determining the cost of maintaining temporary water pollution control practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost. Clean-up, repair, removal, disposal, improper installation, and replacement of temporary water pollution control practices damaged through the Contractor's negligence shall not be considered as included in the cost for performing maintenance and no additional compensation will be allowed therefor.

The provisions for sharing maintenance costs shall not relieve the Contractor from the responsibility for providing appropriate maintenance on those items where maintenance costs are not shared.

Those water pollution control practices which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Water Pollution Control," as determined by the Engineer.

Retention for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retention provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.